

KANTOR, DAVIDOFF, WOLFE
MANDELKER & KASS, P.C.
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
BANK OF INDIA,

Docket No. 08 CV 6381

Plaintiff,

ANSWER

-against-

MILLENIUUM HEALTHCARE (Great Neck), LLC,
MILLENIUUM GROUP (USA), LLC and DANNY
VASWANI,

Defendants.
-----X

Defendants, by their attorneys, KANTOR, DAVIDOFF, WOLFE, MANDELKER &
KASS, P.C., answer the complaint and allege as follows:

1. Defendants deny knowledge nor information sufficient to form a belief
whether plaintiff qualifies as a foreign state and otherwise neither admit nor deny the
allegations in paragraph "1" of the complaint, as said allegations contained legal
conclusions to which a response is not required.

2. Defendants neither admit not deny the allegations in paragraph "2" of the complaint, as said allegations contained legal conclusions to which a response is not required.

3. Defendants repeat and re-allege each and every denial contained in paragraph "1" and "2" of the answer with the same force and effect as if fully set forth herein.

4. Defendants deny knowledge or information sufficient to form a belief with respect to the allegations set forth in paragraph "4" of the complaint.

5. Defendants deny knowledge or information sufficient to form a belief with respect to the allegations set forth in paragraph "5" of the complaint.

6. Defendants admit the allegations contained in paragraph "6" of the complaint.

7. Defendants admit the allegations contained in paragraph "7" of the complaint.

8. Defendants admit the allegations contained in paragraph "8" of the complaint.

9. Defendants repeat and re-allege each and every denial contained in paragraph "1" through "8" of the answer with the same force and effect as if fully set forth herein.

10. Defendants deny the allegations set forth in paragraph "10" of the complaint.

11. Defendants deny the allegations set forth in paragraph "11" of the complaint, except to respectfully refer the Court to the document or documents referred

to thereon for the contents thereof.

12. Defendants deny the allegations set forth in paragraph "12" of the complaint, except to respectfully refer the Court to the document or documents referred to thereon for the contents thereof.

13. Defendants deny the allegations set forth in paragraph "13" of the complaint, except to respectfully refer the Court to the document or documents referred to thereon for the contents thereof.

14. Defendants deny the allegations set forth in paragraph "14" of the complaint.

15. Defendants deny the allegations set forth in paragraph "15" of the complaint.

16. Defendants deny the allegations set forth in paragraph "16" of the complaint, except to respectfully refer the Court to the document or documents referred to thereon for the contents thereof.

17. Defendants deny the allegations set forth in paragraph "17" of the complaint.

AS AND FOR THE BANK'S FIRST CLAIM FOR RELIEF
(BREACH OF CONTRACT BY BORROWER)

18. Defendants repeat and re-allege each and every denial contained in paragraph "1" through "17" of the answer with the same force and effect as if fully set forth herein.

19. Defendants deny the allegations set forth in paragraph "19" of the complaint, except to respectfully refer the Court to the document or documents referred to thereon for the contents thereof.

AS AND FOR THE BANK'S SECOND CLAIM FOR RELIEF
(BREACH OF CONTRACT BY THE CORPORATE GUARANTOR)

20. Defendants repeat and re-allege each and every denial contained in paragraph "1" through "19" of the answer with the same force and effect as if fully set forth herein.

21. Defendants deny the allegations set forth in paragraph "21" of the complaint, except to respectfully refer the Court to the document or documents referred to thereof for the contents thereof.

AS AND FOR THE BANK'S THIRD CLAIM FOR RELIEF
(BREACH OF CONTRACT BY THE PERSONAL GUARANTOR)

22. Defendants repeat and re-allege each and every denial contained in paragraph "1" through "21" of the answer with the same force and effect as if fully set forth herein.

23. Defendants deny the allegations set forth in paragraph "23" of the complaint, except to respectfully refer the Court to the document or documents referred to thereon for the contents thereof.

WHEREFORE, defendants demand a judgment dismissing the first, second and third claims, together with an award of their costs and disbursements, and such other

and further relief as the Court may deem just and proper.

Dated: New York, New York
August 28, 2008

KANTOR, DAVIDOFF, WOLFE,
MANDELKER & KASS, P.C.

By: _____
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